

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

BRUCE TARVIN, TRUSTEE, and)	
MID CENTRAL OPERATING ENGINEERS)	
HEALTH AND WELFARE FUND,)	
)	
Plaintiffs,)	
)	
v.)	CAUSE NO.: 1:06-CV-264-SEB-VSS
)	
TROTTER CONSTRUCTION)	
COMPANY, INC.,)	
)	
Defendant.)	

AGREED JUDGMENT

Based upon the pleadings on file, representations of the parties, and other documents filed in this cause, the Court hereby FINDS as follows:

Plaintiffs, Mid-Central Operating Engineers Health and Welfare Fund and Bruce Tarvin, as its Trustee (hereinafter collectively “Fund” or “Plaintiffs”), is a multi-employer welfare fund, and is administered in accordance with the provisions of the Employee Retirement Income Security Act of 1974, as amended, and the Labor-Management Relations Act of 1947, as amended. The Fund is administered in the Southern District of Indiana.

The Defendant, Trotter Construction Company, Inc. (“Defendant”) was the employer of certain beneficiaries of the Fund.

The Plaintiffs have asserted jurisdiction under the Employee Retirement Income Security Act of 1974, as amended, and accordingly, the Court finds that it has jurisdiction over the parties, in personam,

and that venue is properly in the Southern District of Indiana.

The Court finds that the parties have amicably resolved all issues in dispute and have agreed upon an Order to be issued by this Court.

Based upon the Agreement of the parties, the Court finds that the Fund is entitled to Judgment for delinquent contributions for the period of October 2005 through August, 2006 in the amount of \$138,086.11, \$12,312.07 for accrued interest, \$96,755.96 for late fees, and that the Plaintiffs are entitled to recover the sum of \$2,725.00 for attorneys' fees and costs.

Accordingly, IT IS ORDERED, ADJUDGED AND DECREED that Plaintiffs recover of Defendant the sum of \$249,879.14.

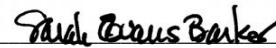
However, Plaintiffs shall not be entitled to execute on this judgment as long as the Defendant adheres to the following conditions:

1. The Defendant agrees to pay to the Fund from January 20, 2007 to June 20, 2009 \$153,123.18 exclusive of interest as described in paragraph 2 below. In satisfaction of this obligation, the Defendant shall, on or before January 20, 2007, remit at least the sum of \$5,000 to the office of the Fund. Thereafter, on or before the 20th day of each succeeding month through the month of May, 2009, Defendant shall remit the sum of at least \$5,000 in payment of this Judgment. On or before June 20, 2009, Defendant shall remit the sum of \$8,123.18.
2. Interest on the declining balance due shall accrue at the rate of six percent (6%) per annum, and shall be due and payable upon presentation after July 1, 2009.
3. Should payment not be received in the office of the Fund by the agreed upon date, the

Fund shall have the right, after five days' written notice to the Defendant, to execute on the judgment. Failure of Plaintiffs at any time to exercise their right to execute under this clause shall not constitute a waiver of their rights under this clause at any other time.

4. Should the Defendant satisfy the payment schedule set forth herein, any Judgment amount remaining unpaid shall be forgiven and released by the Fund.
5. Should Plaintiffs be required to execute on this Agreed Judgment, they shall be entitled to recover, in addition to any amounts remaining unpaid, reasonable attorneys' fees incurred in such action.
6. Defendant shall remain current in its obligations to the Fund, beginning with its obligations for the month of October, 2006. Any failure to do so shall invoke the provisions of paragraph 3 above.

ALL OF WHICH IS ORDERED 01/11/2007



SARAH EVANS BARKER, JUDGE
United States District Court
Southern District of Indiana

APPROVED AS TO FORM:

For Plaintiffs:

s/Frederick S. Dennerline
Frederick W. Dennerline, III
Fillenwarth Dennerline Groth and Towe
1213 N. Arlington Ave., Suite 204
Indianapolis, IN 46219

For Defendant:

s/Robert J. Orelup
Robert J. Orelup
Sean T. Devenney
Drewry Simmons Vornehm, LLP
8888 Keystone Crossing, Suite 1200
Indianapolis, IN 46240

Copies to:

Frederick W. Dennerline, III
Fillenwarth Dennerline Groth & Towe
E-mail: fdennerline@fdgtlaborlaw.com

Robert J. Orelup
Sean T. Devenney
Drewery Simmons Vornehm, LLP
E-mail: rorelup@drewrysimmons.com
E-mail: sdevenney@drewrysimmons.com